



MINUTES OF THE COMMON COUNCIL

TUESDAY, MAY 17, 2016, 7:00 P.M.

COUNCIL CHAMBERS

ROOM 203, CITY HALL

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney Vanessa Chavez. Alderpersons: B. Dorff, T. DeWane, A. Nicholson, W. Galvin, D. Nennig, J. Moore, R. Scannell, C. Wery, G. Zima, M. Steuer, J. Vander Leest, T. Sladek. Excused: None.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. DeWane to approve the minutes of the May 3, 2016 meeting. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Steuer to approve the agenda. Motion carried.

REPORT BY THE MAYOR

Mayor Schmitt announced that there is be a Memorial Day ceremony at Admiral Flatley Park at 5:00 P.M. on May 30.

PUBLIC HEARINGS

Zoning Ordinance No. 8-16

An ordinance amending the Planned Unit Development Overlay District for properties located in the 2400 block of Sturgeon Bay Road (2400 block University Avenue) to include 607 Fred Street. (Item #36)

No one appeared.

Zoning Ordinance No. 9-16

An ordinance rezoning property located at 607 Fred Street from Low Density Residential (R1) District to Highway Commercial (C2) District. (Item #37)

No one appeared.

Zoning Ordinance No. 10-16

An ordinance rezoning property located at 515 West Walnut Street from Highway Commercial (C2) District and Office Residential (OR) District to Downtown (D1) District and 113 South Maple Street from Office Residential (OR) District to Downtown (D1) District. (Item #38)

No one appeared.

Moved by Ald. Moore, seconded by Ald. Nennig to suspend the rules for the purpose of adopting the Zoning Ordinances. Motion carried.

APPOINTMENTS

RE-APPOINTMENTS:

Zoning & Planning Board of Appeals

Don Carlson, Term to expire: May 1, 2019

Thomas Hoy, Term to expire: May 1, 2019

Room Tax Commission

Larry Vesely, Term to expire: April 16, 2017

Brown County Planning Commission

Paul Blindauer, Term to expire: May 1, 2019

Steve Grenier, Term to expire: May 1, 2019

NEW APPOINTMENT:

Traffic Commission

Ray Smith, Term to expire: March 1, 2019

Moved by Ald. Nicholson, seconded by Ald. Moore to confirm the appointments. Motion carried.

PETITIONS & COMMUNICATIONS

ETHICS BOARD

Request by Ald. Nicholson for review/action of Ald. Scannell's inappropriate language and physical contact before the Council meeting on May 3.

FINANCE COMMITTEE

Request by Ald. Galvin to compile a list of criteria for reviewing proposals to determine best use of the excess stadium tax.

Request by Mayor Schmitt to allocate \$1,000,000 of excess Stadium Sales Tax revenues as follows:

\$250,000 – Green Bay Botanical Gardens Capital Campaign

\$250,000 – Wildlife Sanctuary Capital Campaign

\$250,000 – Children's Museum Capital Campaign

\$250,000 – Bay Beach Restoration Capital Campaign

These projects are catalysts projects in our community and this investment will show the City's partnership and support of these important community assets.

FINANCE AND PROTECTION & WELFARE COMMITTEES

Proposal by Tom Hoy for a short-term solution for those families that have lead service lines.

IMPROVEMENT & SERVICE COMMITTEE

Applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Christensen Concrete
- B. Scott R. Weidner Concrete Construction
- C. Dubs Concrete and Construction

Request by Ald. Vander Leest for the lines to be painted at the crosswalks at the intersection of Wood Lane and Hazelwood Lane and that City staff review any other safety requirements at this intersection.

Request by Ald. Wery to examine changing the method of approving and paying for all street improvements.

LAW DEPARTMENT

Request by Ald. Steuer to look into the regulation of massage parlors and masseuses.

LAW DEPARTMENT AND PROTECTION & WELFARE COMMITTEE

Request by Ald. Scannell for Legal to create an ordinance forming a Public Arts Commission.

PROTECTION & WELFARE COMMITTEE

Original and renewal application by BP Oklahoma, LLC for a Class "A" Beverage License at 1020 N. Irwin Avenue.

Appeal by Caleb Wiegert to the denial of his Operator License application.

REDEVELOPMENT AUTHORITY

Request by Ald. Nicholson to review all properties on Imperial Lane to utilize Neighborhood Enhancement Funds for the purpose of purchasing.

Request by Ald. Moore to draft a Development Agreement with Tundra Lodge regarding construction of an olympic-size pool and present to the RDA.

TRAFFIC COMMISSION

Request by Ald. Nicholson to review the yield sign at August and Schoen Streets with the possibility of a stop sign.

Moved by Ald. Nicholson, seconded by Ald. Dorff to refer the petitions and communications to the appropriate Committee or Commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE PARK COMMITTEE

May 17, 2016

The Park Committee, having met on Wednesday, May 11, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Olde Main Street to host an Art & Sole 5K walk at Whitney Park on Saturday, August 27, 2016, contingent upon the following:
 - All costs of the event are the responsibility of Olde Main Street;
 - All proper permits and insurances being obtained;
 - Olde Main Street is responsible for all security;
 - Must adhere to all noise ordinances and regulations;
 - No alcohol will be served in the park;

- Final approval of the City Special Events Committee.
2. To approve and move forward with the purchase of 535 St. George Street (Parcel 7-666) for the East River Trail expansion as directed in closed session.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.
 3. To receive and place on file the request by Ald. Scannell to look into building the East River Trail with solar paving.
 4.
 - A. To approve the award of a contract for repairs to the floor hoist at the west-side Park Shop to the lowest responsive, responsible vendor, Petroleum Equipment Service of WI, LLC, for \$17,582.
 - B. To approve the award of a contract for floor tile replacement in the 5th and 6th Floor hallways at City Hall to Koehler Flooring, Inc. for \$20,515.
 - C. To award the contract for fiberglass repairs for the Falling Star ride at Bay Beach Amusement Park to the lowest responsive, responsible vendor, Fiberglass Solutions, for \$10,728, which includes Option A for the painting.
 5. To receive and place on file the Director's Report.

Moved by Ald. Moore, seconded by Ald. DeWane to adopt the report. Motion carried.

REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING May 17, 2016

The Economic Development Authority having met on Wednesday, May 11, 2016 considered all matters on its agenda and wishes to report the following:

1. To approve a 15-foot-wide easement for private utility purposes across City-owned property at 2950 Lowell Drive (Parcel 21-145).
2. To accept donation from the WPS Foundation for an interactive sculpture designed by Cineviz.

Moved by Ald. DeWane, seconded by Ald. Scannell to adopt the report. Motion carried.

Report of the Green Bay Plan Commission May 17, 2016

The Green Bay Plan Commission, having met on Monday, May 9, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To revise properties generally located along Lombardi Avenue to Thorndale Street, between South Ridge Road and Frank Street from Low Density Housing (LDH) to High Intensity Retail, Office or Housing (HIROH) (Figure 22-2). The Plan Commission further recommended that future zoning should include a compatible mixed use district and a Planned Unit Development (PUD) to address the scale of the development, building & site design and traffic issues related to the proposed development.
2. To deny a Conditional Use Permit (CUP) to authorize a two-family dwelling in a Low Density Residential (R1) District located at 2388 Manitowoc Road.
3. To approve a Conditional Use Permit (CUP) for a Transient Residential use located at 1719 Gross Avenue, submitted by Patrick W. Walsh and Yi-Ting Chen, subject to compliance with the Development standards found in 13-1602(j), Green Bay Zoning
4. To hold the request for a Conditional Use Permit (CUP) for a detached accessory building with a metal exterior greater than 120 sq. ft. in a Low-Density Residential (R1) District located at 3290 Sitka Street.
5. To receive and place on file a request by Ald. Tom De Wane to make sure the cell tower on NEW Lutheran properties matches cosmetically with the surrounding neighborhood.

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the report. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY May 17, 2016

The Green Bay Redevelopment Authority, having met on Tuesday, May 10, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Release of Mortgage for Washington Square Apartments, 118 S. Washington (Parcels 12-292, 12-301, 12-284-56, 12-332, and 12-284-59).
2. To approve the Parking Agreement with Bellin Building.

3. To approve the agreement to provide Stadium Entertainment District (a.k.a. Uptown) Master Planning Services with Vierbicher Associates, Inc., subject to minor legal and technical changes.
4. INFORMATIONAL ONLY – To use \$20,000 of Neighborhood Enhancement funds and to deed 308 S. Quincy Street to Integrity Home Builders under the New Homes In Your Neighborhood Program for construction of a new single family home.
5. INFORMATIONAL ONLY – To continue discussions regarding potential development projects at and around 865 Lombardi Avenue (Parcel 1-1841-B) (Tundra Lodge).

Moved by Ald. Moore, seconded by Ald. Galvin to adopt the report with the exception of Item #5. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Steuer to adopt Item #5.

Moved by Ald. DeWane, seconded by Ald. Moore to receive Item #5 and place it on file. Motion carried.

DEVELOPMENT AGREEMENT BELLIN BUILDING

This Development Agreement is made this ____ day of _____, 2016, by THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”), THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), and SAFFORD BUILDING, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS:

A. Developer has developed certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel No.</u>	<u>Assessed Value</u>
1.1. 12-38-1	\$378,000.00
1.2. 12-38-2	\$424,500.00
1.3. 12-38-3	\$169,400.00
1.4. 12-38-4	\$124,500.00
1.5. 12-38-5	\$238,400.00
1.6. 12-38-6	\$192,400.00
1.7. 12-38-7	\$261,600.00
1.8. 12-38-8	\$51,900.00
1.9. 12-38-9	\$27,600.00
1.10. 12-38-10	\$377,600.00

The parcels listed above are hereafter together referred to as the "Property."

B. Developer desires to make and shall complete certain improvements to the Property that shall be known as the "Project."

C. The Property has a 2015 assessed value of \$2,245,900.00.

D. The City and RDA desire to have Developer complete the Project in order to generate economic activity and tax base for the community consistent with the City's Tax Incremental District No. 5 Plan.

E. Pursuant to the provisions of Section 66.1105, Wisconsin Statutes (the "Tax Increment Law"), the City has included the Property within Tax Incremental District #5 (the "TID"), which will provide part of the financing for certain costs of the Project.

F. Developer has requested and will receive TIF assistance from the RDA and City with regard to improvements relating to the Project.

G. The City has agreed to provide assistance to Developer as provided by Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION I - GENERAL PROVISIONS: PURPOSE

1.1 Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA with respect to the Project, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement and upon attachment and consent by amendment if necessary or not attached at the time of execution of this Agreement.

1.2 Implementation Schedule and Time of the Essence. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein and incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned or delayed. The City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above: (a) this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

1.3 **Entire Agreement.** This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

1.4 **Purpose of the Agreement.** In order for the Project to occur, to promote community development, and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

SECTION II - DEFINITIONS; EXHIBITS

Certain Definitions. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- a. “Agreement” means this Development Agreement among the City, RDA and Developer, as amended and supplemented from time to time.
- b. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- c. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the Tax Increment Base and attributable to development within the TID during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- d. “City” means the City of Green Bay, Brown County, Wisconsin.
- e. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- f. “Project” means the Project as defined in the Recitals.
- g. “Property” means the real estate and all parcels as defined in the Recitals.

h. “Public Improvements” means the public infrastructure improvements in connection with the Project that may include, without limitation, all road improvements, grading, engineering, landscaping, erosion control, sanitary sewer, storm sewer and potable water and wastewater mains and laterals, natural gas, high speed cable, telephone, electrical power and other public utilities.

i. “Qualified Expenditures” means, with respect to the Project, any expenditures by Developer or its affiliates which are “Project Costs” as generally defined in the Tax Increment Law.

j. “Special Assessment” means any special assessment levied against the Property by the City under §§66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.

k. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

l. “Tax Incremental Base” means the aggregate value, as equalized by the Wisconsin Department of Revenue, of all taxable property within the TID on the date as of which the TID was created, determined as provided in §66.1105(5)(b), Wis. Stats.

m. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable real property within the TID in a year by a fraction having as a numerator the Value Increment for that year in the TID and as a denominator that year’s equalized value of all taxable real property in the TID. Tax Increment shall not include any amounts levied that are intended to be paid to the State of Wisconsin.

n. “TID” means Tax Incremental District No. 5 of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin.

o. “TIF” means Tax Increment Financing, as described in Section IV below and in particular, Tax Increment Financing relating to the TID.

p. “TIF Incentives” means the payment of 80.0% of the Available Tax Increment toward Qualified Expenditures as set forth in Section IV of this Agreement.

q. “Value Increment” means the equalized value of all taxable real property in the TID in any year minus the Tax Incremental Base. In any year, the Value Increment is

positive if the Tax Incremental Base is less than the aggregate value of taxable property as equalized by the Wisconsin Department of Revenue, and negative if the Tax Incremental Base exceeds that aggregate value.

SECTION III - OBLIGATIONS OF DEVELOPER

3.1 Use of Funds. Developer may use TIF supported funds to fund or reimburse Qualified Expenditures or as set forth in this Agreement and as approved by a representative of the City or RDA.

3.2 Improvement of Property. Developer shall complete the Project no later than December 31, 2016.

3.3 Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

3.4 Construction Design Criteria/Building Materials and Standards. Any and all work to be performed by Developer on the Property shall be made with high quality materials and performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits. The City and RDA may set reasonable conditions on the private improvements to insure compliance with the high quality construction and aesthetic appearance anticipated by the Parties. Any conditions so imposed may not be revoked or amended without the prior written consent of the City and RDA, shall survive the expiration or termination of this Agreement and, shall be deemed to be a covenant running with the land.

3.5 Reports and Information. During the period prior to and during construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction of each Phase. Developer shall provide the City and RDA with annual reviewed financial statements for Developer through termination of this Agreement.

3.6 Copies of Documents. All documents from Developer to the City or the RDA shall be submitted in triplicate.

3.7 **Maintenance and Repair.** Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject to demolition and construction activities contemplated by this Agreement.

3.8 **Transfer or Sale of Project Property.**

a. **Notice of Intent to Transfer.** If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written notice of transfer thirty (30) days prior to the anticipated transfer. Such a transfer by Developer may affect the TIF Incentive payments to Developer. In any case, this Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Developer shall not be required to provide City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

b. **No Transfer to Exempt Entities.** Prior to the closure of TID No. 5, the Property shall not be sold, transferred or conveyed to, leased or owned by any entity or used in any manner that would render any part of the Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City in a form reasonably satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

3.9 **Environmental.**

a. **Developer's Environmental Indemnification.** Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA and their respective agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or (b) arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

c. **Hazardous Materials Defined.** As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to

regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 14 shall survive the conveyance to Developer of the RDA Property.

3.10 **General Indemnity.**

a. **Protection Against Losses.** Developer shall indemnify, defend and hold harmless the City, RDA and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with (i) any breach by Developer of the terms of this Agreement; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

b. **Indemnification Procedures.** Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its

legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld, conditioned or delayed. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. The City and RDA shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and making employees and other personnel available on a mutually convenient basis to provide such information as the City and RDA may have regarding the matter in issue and an explanation of any material provided or made available. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

SECTION IV – TAX INCREMENT FINANCING

4.1 **Qualification for TIF.** Developer shall demonstrate to the reasonable satisfaction of RDA and City a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the RDA and City providing TIF, the Project would not happen. Developer shall demonstrate to the reasonable satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

4.2 **Nature of TIF Incentive.** The TIF Incentive available to Developer under this Agreement is a pay-as-you-go (PAYGO) obligation of the City, that is, Developer shall be responsible to incur and pay all of the upfront costs of the Project along with all real estate taxes, special assessments, and special charges, and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be applied as set forth in this Section IV.

4.3 **Limitations of Payment of TIF Incentive.** The TIF Incentive available to Developer for the Project and Property is limited as set forth in Exhibit B, which is incorporated herein by reference.

a. **Temporal Limitation.** Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be paid as a PAYGO consistent with Exhibit B and after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID and the termination of this Agreement before the termination of the TID, because of an Event of Default by Developer.

b. **Monetary Limitation.**

(1) **Tax Receipts Limitation.** Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay TIF Incentives.

(2) **Formula Limitation.** TIF Incentive payments will equal 80% of Available Tax Increment, commencing the first year after the first occupancy permit for the Project has been issued, and will be payable to Developer in the year following the year of the determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2016, the TIF Increment would be determined as of January 1, 2017 and is first payable in 2018. Assessed value shall be determined each tax year and shall be compared to the assessed value of the Tax Incremental Base.

4.4 **No General Obligation of City.** The City's obligation to make TIF Incentive payments shall be a special and limited obligation of the City and shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. Funds in the special fund of the District attributable to the Available Tax Increments shall not be used to pay any other project costs of the TID until the City has applied to the payment due hereunder of the TIF Incentive payment. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

SECTION V - CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

The City's obligations under this Agreement are conditioned upon the following:

5.1 **Existence.** Developer shall have provided a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.

5.2 **Incumbency; Due Authorization.** Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and RDA and to bind Developer to its terms.

5.3 **No Violation or Default.** Developer shall not be in violation of, subject to any applicable notice or cure period, any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.

5.4 **Insurance.** Developer shall have delivered to the City certificates of all insurance required under this Agreement.

5.5 **TID District.** The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

SECTION VI - CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

6.1 **TID.** The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

6.2 **Due Authorization.** The City Council of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

SECTION VII - REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

7.1 **No Material Change in Documents.** All contract documents and agreements have been furnished to City and RDA, as the case may be, and are true and correct in all material respects and there has been no material change in any of the same.

7.2 **No Material Change in Developer Operations.** There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

7.3 **Compliance with Zoning.** The Property now conforms and will conform in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

7.4 **Payment.** Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any

construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying 125% of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay or cause to be paid all taxes and assessments levied against the Property when and as the same become due.

7.5 Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

7.6 Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

7.7 Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

7.8 No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

7.9 No Litigation. There is no litigation or proceeding pending or threatened against or, to the knowledge of Developer, affecting Developer or the Property that would materially and adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

7.10 No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

7.11 Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with,

and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

7.12 **Fees or Commissions.** Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

SECTION VIII - DEFAULT

8.1 Developer Default.

Events of Default. Each of the following shall be an Event of Default by Developer:

- a. **Failure to Make Payment.** Developer fails to make any payment required and such payment continues for a period of ten (10) days from and after the date of receipt of written notice of the same; provided, a good faith dispute or a challenge of real property taxes in accordance with the prescribed process shall not be a default under this Section 8.1.a;
- b. **Failure to Abide by Other Terms.** Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of written notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days (a total of 90 days) to cure;
- c. **Misrepresentation.** Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- d. **Fraud and Other Illicit Behavior.** Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
- e. **Insolvency.** Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

- f. **Involuntary Liens.** Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

8.2 **Remedies Upon Default.** In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

- a. **Termination.** Terminate this Agreement by written notice to Developer;
- b. **Offset and Recoupment.** Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
- c. **Specific Performance.** Sue for specific performance;
- d. **Sue for Damages.** Sue for all damages caused by the Event of Default;
- e. **Other Remedies.** Pursue any other remedies available to the City or RDA at law or in equity;
- f. **Interest.** Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and
- g. **Costs and Attorney Fees.** Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

8.3 **City or RDA Default.** Developer shall have all rights and remedies available under law or equity with respect to any failure of the City or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City or RDA to commence attempts to cure such default within the thirty (30) day notice period. If the City or RDA, as appropriate, commences cure within the thirty day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

8.4 **Limitation of Damages.** The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 of the Wisconsin Statutes.

8.5 **No Waiver.** Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in

fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

8.6 Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

SECTION IX – TERMINATION

9.1 Date of Termination. This Agreement shall terminate upon the earliest of the date:

- a. All Qualified Expenditures have been repaid in full by Tax Increment;
- b. May 15, 2026;
- c. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
- d. This Agreement is terminated because of an Event of Default;
- e. The parties agree in writing to terminate this Agreement.

9.2 Survival of Certain Provisions. Sections III.3, III.4, III.7, III.8, III.9, III.10, VI.2, VII.2, VII.3, VII.6, VII.7, VIII.2, VIII.4, VIII.5, VIII.6, X.3, X.8, X.9, X.10, X.13, X.15, and X.16 shall survive the termination of this Agreement.

SECTION X - MISCELLANEOUS PROVISIONS

10.1 Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld, conditioned or delayed. A collateral assignment for financing purposes shall not be considered an assignment under this Section 10.1.

10.2 Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Project or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction and operation of the

Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

10.3 No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

10.4 No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

10.5 Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

10.6 Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

10.7 Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

10.8 Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay

Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

To RDA: Redevelopment Authority
 of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To Developer: Safford Building, LLC
 Attention: Steve Schneider
 130 E. Walnut St., Suite 305
 Green Bay, WI 54301

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

10.9 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

10.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

10.11 Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

10.12 Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

10.13 Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

10.14 Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This

Development Agreement shall have precedence and shall take priority over any mortgage and refinancing of the same, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

10.15 No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

10.16 Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

10.17 Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

**DEVELOPER:
SAFFORD BUILDING, LLC**

By: _____
Steven J. Schneider

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2016, the above named _____, a member of Safford Building, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____

Notary Public, _____ County,
Wisconsin
My Commission Expires

Signature page

Development Agreement – City of Green Bay, Redevelopment Authority of the City of Green Bay, Safford Building, LLC

CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

Attest: _____
Kris Teske, Clerk

Signature page

Development Agreement – City of Green Bay, Redevelopment Authority of the City of Green Bay, Safford Building, LLC

**REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY**

By: _____
Harry Maier, Chairman

Attest:

Kevin J. Vonck, Executive Director

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT B
PARKING AGREEMENT

EXHIBIT B

PINE STREET RAMP PARKING AGREEMENT BELLIN BUILDING

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and SAFFORD BUILDING, LLC ("LESSEE").

1. CITY hereby agrees to lease up to 50 parking spaces in the Pine Street Ramp to LESSEE. The number of stalls rented may be adjusted dependent on LESSEE needs and availability of space.

2. This agreement shall remain in effect until May 15, 2026.

3. LESSEE shall pay to CITY the market rate for the actual number of LESSEE's parking stalls used, which shall be no more than 50. Beginning January 1, 2016, on or before the first day of each month, LESSEE shall pay to CITY the market rate for rent of said parking spaces. For 2016 and each subsequent year, the market parking rental rate shall be subject to increases as determined by CITY in its sole discretion. Notice of rate adjustment shall be given by CITY to LESSEE prior to the end of each year.

4. LESSEE, as Developer in the Development Agreement between the Parties, shall pay all real estate taxes and any special assessments and special charges. Upon full payment of all taxes, special assessments and special charges, CITY shall reimburse LESSEE/Developer as set forth in the Development Agreement in the form of a PAYGO TIF Incentive.

5. Regular payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. If the monthly rental fee is not paid in a timely manner the parking access system will decline access cards associated with unpaid accounts. Failure on the part of LESSEE to make payment in accordance with the terms of this agreement shall cause this agreement to terminate as outlined in Clause 8 below.

5. It is understood and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE's building.

6. LESSEE hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole

or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of LESSEE or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

LESSEE shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Agreement.

7. This agreement may not be assigned to another Party without the City's written consent.

8. This agreement shall be incorporated into the Development Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the last date listed below.

CITY OF GREEN BAY

Dated: _____, 2016

By: _____
James J. Schmitt, Mayor

By: _____
Kris A. Teske, City Clerk

SAFFORD BUILDING, LLC

Dated: _____, 2016

By: _____
Steven J. Schneider

REPORT OF THE ADVISORY COMMITTEE

May 17, 2016

The members of the Advisory Committee, having met on Thursday, May 12, 2016, considered all matters on its agenda and wish to report and recommend the following:

1. To deny Ald. VanderLeest's request for the \$5.4 million excess sales tax money be returned directly to Green Bay City taxpayers in 2017 as a property tax credit on their property tax bill.
2. To deny Ald. VanderLeest's request to have the question to return the \$5.4 million excess sales tax money for property tax relief, to be added as a referendum question on the August 9, 2016 primary election and to direct the City Attorney's Office to draft alternate referendum questions for the November election regarding additional uses of the excess sales tax money for the next Finance Committee meeting.
3. To approve the request by Ald. Wery to amend Section 2.06(14), Green Bay Municipal Code, regarding Rules of Council Procedures - Committee of the Whole.

2.06 RULES OF COUNCIL PROCEDURE.

(14) COMMITTEE OF THE WHOLE. The Mayor or **a majority of the Common Council** may declare the entire Council a committee of the whole for informal discussion at any meeting or for any other purpose, and shall ex officio be chairman of the same, ~~provided there is no objection by any two of the aldermen present at the meeting.~~

4. To receive and place on file the request by Ald. Nicholson to review the reason why there is a Police presence at City Council meetings.

Moved by Ald. DeWane, seconded by Ald. Scannell to adopt the report with the exception of Item #1, Item #2 and Item #4. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Moore to adopt Item #1.

Moved by Ald. Vander Leest, seconded by Ald. Zima to amend Item #1 by approving the request, but reducing the amount to \$4.2 million.

Moved by Ald. Zima, seconded by Ald. Sladek to refer Item #1 to the Finance Committee. Motion carried.

Moved by Ald. Steuer, seconded by Ald. Wery to adopt Item #2.

Moved by Ald. Moore, seconded by Ald. Dorff to amend Item #2 by deleting everything after "primary election".

Moved by Ald. Zima, seconded by Ald. Nicholson to refer Item #2 to the Finance Committee.

Roll call: Ayes: DeWane, Nicholson, Zima, Steuer, Vander Leest. Noes: Dorff, Galvin, Nennig, Moore, Scannell, Wery, Sladek. Motion failed.

A roll call vote was then taken on the motion to amend Item #2.

Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Wery, Steuer, Sladek. Noes: DeWane, Nicholson, Zima, Vander Leest. Motion carried.

Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #2 as amended.

Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Wery, Steuer, Sladek. Noes: DeWane, Nicholson, Zima, Vander Leest. Motion carried.

Moved by Ald. Nicholson, seconded by Ald. DeWane to refer Item #4 back to the Advisory Committee.

Roll call: Ayes: Nicholson, Galvin, Wery, Zima, Vander Leest, Sladek. Noes: Dorff, DeWane, Nennig, Moore, Scannell, Steuer. Motion tied with the Mayor casting the deciding no vote.

Moved by Ald. DeWane, seconded by Ald. Steuer to refer Item #4 to the Protection & Welfare Committee.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: Nennig, Moore, Scannell. Motion carried.

REPORT OF THE FINANCE COMMITTEE MAY 17, 2016

The Finance Committee having met on Tuesday, May 10, 2016, considered all matters on its agenda and wishes to report and recommends the following:

- 1 To approve the request by the Purchasing Manager to award the designation of Official Newspaper for the City to the Green Bay Press Gazette for an estimated value of \$62,000.
- 2 To approve the request by the Common Council and City Departments the 2016 bonding request totaling \$22,120,000 after adding \$20,000 to City Hall Maintenance to cover additional wiring costs and \$60,000 for the East River Trail. That total is made up of \$13,665,000 of general levy supported debt, \$3,280,000 for sanitary sewer and \$5,175,000 of refinanced TIF debt.
- 3 To approve the request of Ald. Joe Moore to pay off three state trust fund loans with principle outstanding of \$1,226,000 with excess sales tax money.
- 4 To receive and place on file the request by Ald. Tom DeWane to create a graph to show the overall bonding for the last ten years, showing how much we bonded for each year.
- 5 To receive and place on the file the request by Ald. Tom DeWane to create a graph showing total outstanding debt from the last ten years.

6. To receive and place on file the request by Ald. Nicholson for available copies of the City management letter from external auditors for the past 10 years.
7. To receive and place on file the request by Ald Wery to allocate at least \$250,000 of 2015 surplus funds toward the Colburn Pool.
8. To receive and place on file the request by Ald. Wery that should the Colburn Olympic Pool Project come in higher than the original \$4.5M estimate, that up to \$1 million of the excess stadium tax revenue be utilized to fund the overage.

2016 Contingency Fund
\$110,000

Moved by Ald. DeWane, seconded by Ald. Moore to adopt the report with the exception of Items #2, #4, #5, #6, #7, and #8. Motion carried.

Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #2.

Moved by Ald. Zima, seconded by Ald. Moore to amend Item #2 by adding \$400,000 to Neighborhood Enhancement Fund. The Finance Director informed the Council that this was not allowed with this type of bond issue.

Moved by Ald. Zima, seconded by Ald. Moore to direct staff to secure \$400,000 of State Trust Fund under a separate borrowing action to be brought to the Council within the next 60 days.

Moved by Ald. Scannell, seconded by Ald. Zima to direct staff to secure \$700,000 of State Trust Fund under a separate borrowing action to be brought to the Council within the next 60 days. Moved by Ald. Scannell, seconded by Ald. Moore to direct staff to secure \$500,000 from the State Trust Fund under a separate borrowing action to be brought forward to the next Council Meeting within 60 days. Motion carried.

Moved by Ald. Zima, seconded by Ald. DeWane to adopt Item #2 amended.

Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #4. Motion carried.

Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #5. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Moore to adopt Item #6. Motion carried.

Moved by Ald. Nennig, seconded by Ald. Scannell to adopt Item #7.

Moved by Ald. Zima, seconded by Ald. Wery to hold #7 until the bids are received. Motion carried.

Moved by Ald. Zima, seconded by Ald. DeWane to hold #8 until the bids are received. Motion carried.

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
May 17, 2016**

The Improvement and Service Committee, having met on May 11, 2016 considered all

matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Zima, on behalf of all people who cross the Walnut Street Bridge, that the Department of Public Works provide emergency repairs to the railroad crossing at about 100 West Walnut Street.
2. To receive and place on file the request by Ald. Scannell to look into building the East River Trail with solar pavement.
3. To refer to Law Department and Protection and Welfare Committee the request by Ald. Scannell to look into how the City might regulate lead paint.
4. To approve the request by Department of Public Works to award a Professional Engineering Service Contract to the low, responsive bidder Mc Mahon Associates for "Engineering Design Services for Storm Water Basins 106, 108, 116, 130 and 162 Hydrologic / Hydraulic Analysis" in the amount of \$96,400.
5. To approve the request by Department of Public Works to purchase three additional licenses and three yearly AutoCAD subscriptions from DLT Solutions using the government services pricing contract in the amount of \$24,162.24.
6. To approve the Bridge Operation Agreement with Wisconsin Department of Transportation for the Mason Street and Walnut Street Bridges for fiscal year 2017.
7. To approve the report of the Purchasing Manager:
 - A. To purchase Automated Refuse trucks from Quality Truck Care Center, Inc. for \$490,796.
 - B. To purchase Surveyor Work Stations from Topcon Solutions for \$19,615.
8. To award the contract PARKS PROJECT 4-16: JOANNES STADIUM LIGHTING to the low, responsive bidder, Bodart Electric in the amount of \$446,753.00.
9. To approve and authorize payment of the following easements:

Easement for Sidewalks along Morrow Street between Baird Creek and Danz Avenue

Wisconsin Public Service Corporation
Parcel Number 21-297-1

\$10.00

10. To approve the application for a Concrete Sidewalk Builder's License by A & M Concrete & Construction, Inc., and to authorize Department of Public Works to request and review references from Concrete Specialists and to conditionally approve the license application pending receipt of positive reference checks.
11. To authorize Department of Public Works to request and review references from Top Notch Tree Service and to conditionally approve the license application pending receipt of positive reference checks.
12. To approve the applications for Underground Sprinkler system Licenses by the following:
 - A. The Sprinkler Company, Inc.
 - B. Irrigation Doctors, LLC
13. To approve the request by Department of Public Works to award contracts in the 2016 Capital Improvement Program (CIP) at a staff level subject to the following conditions:
 - A. The 2016 CIP provides sufficient funding for each program fund.
 - B. Delay in bringing forward a recommendation to award at the next regularly scheduled Committee meeting would result in an unacceptable delay in starting construction.
 - C. Any projects so awarded would be reported out at the next regularly scheduled meeting of the Improvement & Services Committee.

Moved by Ald. Moore, seconded by Ald. DeWane to adopt the report with the exception of Item #1. Motion carried.

Moved by Ald. DeWane, seconded by Ald. Moore to adopt Item #1.

Moved by Ald. Zima, seconded by Ald. Scannell to refer Item #1 to Public Works, Legal Department, and Mayor's Office:

1. Take an inventory of all of the railroad crossings in the City of Green Bay that are in serious disrepair.
2. Legal staff look into the State law and make some suggestions of some resolutions we could send to State Legislatures to try to correct whatever those problems might be so we can try to resolve this in the long term.
3. Have the Mayor contact the League of Cities to try to find some resolution to this big log jam that we are all suffering under.

Roll call: Ayes: DeWane, Nicholson, Nennig, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: Dorff, Galvin, Moore, Scannell. Motion carried.

Moved by Ald. Zima, seconded by Ald. Sladek to adopt Item #1 as amended. Motion carried.

REPORT OF THE PERSONNEL COMMITTEE

May 17, 2016

The Personnel Committee, having met on Tuesday, May 10, 2016 considered all matters on its agenda and reports and recommends the following:

1. To approve the request to reclassify two current Police Captain positions from Pay Grade 40 (\$71,060 - \$88,279) to two Police Commander positions at Pay Grade 41 (\$75,882 - \$94,309). The salaries for these positions will be funded by the general fund using vacancy savings. These reclassifications will be effective upon passage by the City Council.
2. To approve the following reorganization plan, reclassifications and requests to fill positions.
 - a. To approve the consolidation of the departments of Community Services and Economic Development into one department referred to as the Community and Economic Development Department.
 - b. To approve the reclassification of the Community Development Director position from Pay Grade 41 (\$75,882 - \$94,309) to a Development Director at Pay Grade 43 (\$87,518 - \$108,852) effective at the beginning of the next pay period following City Council approval. The salary for this position will be funded 100% by the general fund using vacancy savings.
 - c. To approve the reclassification of the Economic Development Director position from Pay Grade 39 (\$66,610 - \$82,720) to an Assistant Development Director at Pay Grade 40 (\$71,060 - \$88,279). Approve request to fill this position. The salary for this position will be funded approximately 90% by the general fund using vacancy savings and 10% by housing authority funds.
 - d. To approve the request of Alderperson Moore, to reclassify the 0.5 limited term Neighborhood Development Specialist position at Pay Grade 32 (\$43,368 - \$53,984) to a full-time Real Estate Specialist at Pay Grade 32 (\$43,368 - \$53,984). Approve request to fill this position. The salary for this position will be funded approximately 30% by neighborhood enhancement fund bonds and 70% by the general fund using vacancy savings with future consideration for funding from land sales.
 - e. To approve the request of Alderperson De Wane, to fill one new position of Design Specialist at Pay Grade 32 (\$43,368 - \$53,984). The salary for this position will be funded 100% by the general fund using vacancy savings with future consideration for funding from other revenue sources.

- f. To approve the request to fill one new position of Clerk III in accordance with the Administrative Bay Area salary schedule (\$15.71 - \$17.45 per hour). The salary for this position will be funded 100% by Green Bay and Brown County Housing Authority funds.
- 3. To receive and place on file Report of Routine Personnel Actions for regular employees.
- 4. To approve the request to fill the following replacement positions in the Public Works Department and all subsequent vacancies resulting from internal transfers.
 - a. Public Works Superintendent/Sewer & Bridge Section
 - b. Sewer Leadworker
 - c. Sewer Maintenance Worker

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the report. Motion carried.

PROTECTION & WELFARE COMMITTEE REPORT

I. MAY 17, 2016

The Protection & Welfare Committee, having met on Monday, May 9, 2016, considered all matters on the agenda and wishes to report and recommend the following:

- 1. To approve the request by the owners of RJ's Garage, 1423 S. Broadway, to include an outdoor area as part of their licensed premises subject to complaint.
- 2. To approve the application by Lisa Keith to the denial of her Operator License application.
- 3. To hold the request by Ald. Zima that the City consider prohibiting the sale of single cans or bottles of beer and single small bottles of alcohol from convenience stores and liquor stores until the Green Bay Police Department gets back to committee with more information/data.
- 4. To refer to staff with a request they draft an ordinance prohibiting the request by Ald. Zima, on behalf of Will Liebergen, that the City consider adopting a commercial pedal car ordinance and license.
- 5. To refer to staff Ald. Nicholson's request to review the number of reported shots fired from 2008 to present.
- 6. To refer to staff the request by Ald. Nicholson to review the number of violent crimes/sub categories (stabblings) from 2008 to present.

9. To approve the applications for various licenses for the 2016-2017 license year with the approval of the proper authorities.

"CLASS B" COMBINATION
2016-2017

Angelina, Inc
Angelina's
117 N. Adams St.

BG of Green Bay, LLC
Adams Street Pub and Grill
121 N. Adams St.

Republic Chophouse, Inc.
Republic Chophouse
218 N. Adams St.

Kokoro, LLC
Koko Sushi Bar & Lounge
301 N. Adams St.

vonStiehl Winery, Ltd.
Captain's Walk Winery
345 S. Adams (Wine Only)

JACB, LLC
No Limits
500 N. Baird

Green Bay Yachting Club, Inc.
Green Bay Yacht Club
100 Bay Beach Rd.

South Bay Marine Center, Inc.
Louie's Lagoon
101 Bay Beach Rd.

Party Line, LLC
Party Line
601 Bellevue St.

CJK Charles Corp.
Getaway Bar & Grill
631 Bellevue

Duquaine Enterprises, Inc.
Gregor's Bad Habit Saloon
704 Bellevue

Pizza Parlor, Inc.
Cranky Pat's Pizza
709 Bellevue

May-Marie, Inc.
Jill's
613 Bodart

Heath Hermans
The Roundup Saloon
700 Bodart

Bullseye 708 LLC
Bullseye Pizza Pub
708 Bodart

VICA Enterprises, Inc.
La Cueva (The Cave)
718 Bodart

Brett Favre Pass 1004 LLC
Brett Favre Steakhouse
1004 Bret Favre Pass

Prohibition Spirits, LLC
Prohibition Spirits
159 N. Broadway

Keggers, LLC
Keggers
231 N. Broadway

BGR Corp.
Bangkok Garden Restaurant
240 N. Broadway

Chefusion, Inc.
Chefusion
307 N. Broadway

KD Ventures, LLC
Kaleidoscope Eatery & Spirits
313 N. Broadway

The Cannery Market, LLC
The Cannery Market
320 N. Broadway

Martin Leonhard
Lenny's Tap
431 N. Broadway

Deep House, LLC
Red Restaurant
106 S. Broadway

sissypanst!jakes, LLC
Jake's Pizza Green Bay
112 S. Broadway

The Sardine Can, Inc.
The Sardine Can
128 S. Broadway

White Dog Roadhouse, LLC
White Dog/Black Cat Cafe
201 S. Broadway

Big Mitch, LLC
Jekyll & Hyde
226 S. Broadway

Gasoline Bar, LLC
Gasoline Bar
709-711 S. Broadway

J & M Group, LLC
Rum Runners
715 S. Broadway

The Public Haus, LLC
The Public Haus
813 S. Broadway

Susan L. Robinson
Bourbon Street
821 S. Broadway

BeachMe, LLC

Richard Craniums
840 S. Broadway

Randal Trembl
Brewski's on Broadway
1100 S. Broadway

Lucky 7's Bar & Grill, LLC
Lucky 7's Bar & Grill
1313 S. Broadway

Shandor, Ltd.
Packer Stadium Lounge
1342 S. Broadway

Thunder Kitten, LLC
RJ's Garage Tavern
1423 S. Broadway

Dawn VanPay
The Next Stop
1610 Cass St.

Witche's Den LLC
Robyn's Nest
1623 Cass

KAGB, Inc.
Job Site
1647 Cass St.

Court House LLC
Court House Bar & Grill
1654 Cass

Leather and Lace Enterprises, LLC
Napalese Lounge
1351 Cedar

C Street LLC
C Street
312 Cherry

Oneida Golf & Country Club, Inc.
Oneida Golf & Country Club

207 Country Club Rd.

Chip Stacks, Inc.
Glass Nickel Pizza Co.
414-418 Dousman

Muwha, LLC
Cubby Hole
1570 Elizabeth

The Woods Operations, LLC
The Woods Golf Club
530 Erie Rd.

Pearly Gates Venture LLC
Pearly Gates Bar & Grill
3551 Finger Rd.

Highland Howies, Inc.
Highland Pub & Grill
3605 Humboldt

Allen Pizza, Inc.
Rosati's Pizza
745 S. Huron Rd.

Dasa's Czech Inn, LLC
Dasa's Czech Inn
1434 N. Irwin Ave.

Everardo Curiel
Mi Pueblo
1905 N. Irwin Ave.

Anduzzi's East Green Bay, LLC
Anduzzi's Sports Club
900 Kepler

Green Bay Botanical Garden, Inc.
Green Bay Botanical Garden
2600 Larsen Rd

The Bar of Green Bay, Inc.
The Bar
606 Lime Kiln Rd.

Barbara Fontaine & Carol Kruse
B C's Saloon
617 Lime Kiln Rd.

Carol Ann Stein
Stinger's Pub
619 Lime Kiln Rd.

Barley's Pub, LLC
Barley's Pub
846 Lime Kiln Rd.

Bays Tundra Hospitality Corp.
Tundra Lodge Resort & Waterpark
865 Lombardi

Leatherhead Brewing Co., LLC
Leatherhead Brewing Company
875 Lombardi

Green Bay Sportservice, Inc.
Lambeau Field
1265 Lombardi

Saz's Catering, Inc.
Tundra Tailgate Zone
1265 Lombardi

AHM Staffing, LLC
Hampton Inn Downtown
201 Main St.

Hyatt Corporation
Hyatt on Main
333 Main

Simonet's Bar, Inc.
Simonet's Bar
925 Main St.

Oval Office, LLC
Oval Office
1100 Main

Neumritz, Inc
XS Nightclub
1106 Main St.

Top Hat Club, Inc.
Top Hat Club
1139 Main St.

James VanBoxel
VanBoxel's
1235 Main

Cock & Bull, Inc.
Cock & Bull Pub
1237 Main St.

Jessica Harris
Skirtz Lounge
1238 Main St.

Los Banditos, Inc.
Los Banditos
1258 Main St.

BBD Acquisition, LLC
Shenanigan's
1279 Main St.

Riverside Ballroom, Inc.
Riverside Ballroom
1560 Main

BB's Bar of Green Bay, Inc.
BB's Bar
1577 Main

Kroll's East, Inc.
Kroll's Lunch
1658 Main St.

Taqueria Maldonado's Main St., Inc
Maldonado's Bar & Grill
1706 Main St.

Taqueria Maldonado's Main St., Inc.

Taqueria Maldonado's Main
1737 Main St.

Pauly G's, Inc.
Pauly G's
1803 Main St.

Konitzer, LLC
Wise Fool's Pub
1939 Main St.

Thomas Adamany
Wally's Spot
1979 Main St.

2WB, Inc.
The Sand Box
2042 Manitowoc Rd.

Timsan's, Inc.
Timsan's Japanese Steak House
1654 E. Mason

Gina Salmon
Seven After
1689 E. Mason

Chris S, LLC
Fitzgerald's
1699 E. Mason

El Sarape, LLC
El Sarape Restaurant
2030 E. Mason, Suite I

Apple Hospitality Group, LLC
Applebee's Neighborhood Grill
2420 E. Mason

Los Banditos West, Inc.
Los Banditos West
2335 W. Mason

ERJ Dining III, LLC

Chili's Grill & Bar
2363 W. Mason

El Azteca of Green Bay, LLC
El Azteca
2469 W. Mason

RH & JD, Inc.
Buster's
2475 W. Mason

Scoreboard Grille, LLC
Scoreboard Grille
2511 W. Mason St.

Oneida Tribe of Indians of WI
Oneida Bingo and Casino
2552 W. Mason

Gallagher's Pizza, Inc.
Gallagher's Pizza
2655 W. Mason

Diane Szczepanski
Rendezvous
2928 W. Mason

Bay Motel & Family Restaurant, Inc.
Bay Family Restaurant
1301 S. Military

The Creamery Café LLC
The Creamery
114 Pine St.

Trio Entertainment Group, LLC
The Shelter
730 N. Quincy St.

Karen Goethe
Karen's Pub
324 N. Roosevelt

Razz-Ma-Tazz of Green Bay, Inc.
Razz-Ma-Tazz
400 Schoen

Charlie Tuna's Hammer Inn, LLC
Charlie Tuna's Hammer Inn
1208 State St.

Toothpicks, LLC
Bulldog's
1234 State St.

Cropsey's on State LLC
Cropsey's on State
1336 State St.

K. Burkel, Inc.
Burkel's One Block Over
1007 Tony Canadeo Run

LVP SHS Green Bay Holding Corp
Springhill Suites
1011 Tony Canadeo Run

Just Down From the Stadium LLC
Stadium View
1023 Tony Canadeo Run

The Bar Holmgren Way, Inc.
The Bar Holmgren Way
1025 Tony Canadeo Run

Maricque's, Inc.
Maricque's
1517 University Ave.

WTF-Kim, Inc.
Some Place Else
1605 University Ave.

Gipper's Restaurant, Inc.
Gipper's Restaurant
1860 University Ave.

Shannons Haystack, LLC
Haystack
1911 University Ave.

Mo-J Willis, Inc.
Legend Larry's
2035 University Ave.

Nehvert Ventures, LLC
Frets & Friends
2105 University

RYRM, LLC
Buddha's Still
2148 University Ave.

Riviera Lanes Ltd.
Riviera Lanes
2450 University Ave.

Z Harvest Cafe LLC
Z Harvest Cafe
2475 University

TAR Escapades LLC
Escapades
2657 University Ave.

Fraternal Order of Eagles Aerie 401
Eagle's Club
1035 Vanderbraak

Los Magueyes, Inc.
Los Magueyes
1053 Velp

Mackinaws, LLC
Mackinaws Grill & Spirits
2925Voyager

Daily Buzz, LLC
Black and Tan Grille
130 E. Walnut **(Reserve Lic)**

Amanda Patterson

Café Madrid
225 E. Walnut St.

Green Bay Baseball, LLC
Green Bay Bullfrogs
1450 E. Walnut

Cover 2 Sports Bar & Lounge, LLC
Cover 2 Sports Bar & Lounge
201 N. Washington St.

Every Time I Dine, LLC
The Libertine
209 N. Washington

Fox Heights, LLC
Fox Heights Pub & Grill
217 N. Washington

Washington St. Pub, LLC
Ned Kelly's
223 N. Washington

Hagemeister Park, Inc.
Hagemeister Park
325 N. Washington

Meyer Theatre Corp.
Meyer Theatre
117 S. Washington

Vintage WMW, LLC
Vintage Cantina
119 S. Washington

Vintage WMW, LLC
Vintage
119 ½ S. Washington

TPJS, LLC
The Nines
121 S. Washington

Stir-Ups, LLC
Stir-Ups

123/125 S. Washington

129 S. Washington, LLC
Kittner's
129 S. Washington

Harp and Eagle, Ltd
St. Brendan's Inn
234 S. Washington

Fox Harbor, Inc.
Fox Harbor

348 S. Washington

Molly McGee's, LLC
Molly McGee's
401 S. Washington

Taco Burrito Mexico of G B, LLC
Taco Burrito Mexico
218 S. Webster

"CLASS A" LIQUOR & BEVERAGE
2016-2017

Ernesto Perez
El Dorado Liquor
741 Abrams #2

Dino Shell, LLC
Lombardi Express
1828 S. Ashland Ave.

Bay BP, LLC
Bay Settlement BP
2278 Bay Settlement Rd.

Beerntsen Candies, Inc.
Beerntsen Candies
200 N. Broadway (Liquor only)

Kwik Trip, Inc.
Kwik Trip 292
840 S. Huron Rd.

J & B Gas, Inc.
Willowcreek BP
1480 Lime Kiln

WI CVS Pharmacy, LLC
CVS/Pharmacy #2237
930 Main

Main Stop, Inc.
Main Stop BP

1335 Main

GCS Main St. Depot, LLC
GCS Main St. Depot
1698 Main

Ultimate Mart, LLC
Copp's Food Center #8186
1819 Main

Walgreen Co.
Walgreens #05746
1995 Main
Main & Mason LLC
Main Street BP
2056 Main

Dolgencorp, LLC
Dollar General Store #6481
2241 Main

NCG, Inc.
Superior Discount Liquor
2295 Manitowoc Rd.

Astor Park Mini Mart LLC
Astor Park Mini Mart
1180 E. Mason

Walgreen Co.

Walgreens #03088
1401 E. Mason St.

Grand Central, LLC
Grand Central East
1593 E. Mason

Supermercado La Popular, LLC
Supermercado La Popular
1740 E. Mason

Aldi, Inc. Wisconsin
Aldi #30
2440 E. Mason St.

Badger Liquor Store No. 2 Inc.
Badger Liquor
1047 W. Mason St.

Walgreen Co.
Walgreens #03115
1165 W. Mason St.

Wisconsin CVS Pharmacy LLC
CVS/Pharmacy #8541
1561 W. Mason St.
Bayfest, Inc.
Festival Foods
2250 W. Mason St.

Wal-Mart Stores East, LP
Wal-Mart Supercenter #1453
2440 W. Mason

Sam's East, Inc.
Sam's Club #8149
2470 W. Mason

Grand Central LLC
Grand Central Station
2597 W. Mason

Walgreen Co.
Walgreens #11339
116 N. Military Ave.

NCG, Inc.
Superior Discount Liquor
130 S. Military Ave.

Dolgencorp, LLC
Dollar General Store #6563
1152 S. Military Ave.

Saneha Petroleum, Inc.
Marathon
1300 S. Military Ave.

Nicson, Inc.
University BP
2260 Nicolet Dr.

MEJ Corp.
Mason Bros. Red Owl
923 Ninth St.

C & D Shell LLC
Bay Beach Shell
1121 Radisson

Pit Row, Inc.
Pit Row BP
1465 University

Ruben Rodriguez
El Tapatio Bakery
1638 University Ave.

Heraly's Beverages LLC
Heraly's Beverages
1751 University Ave.

DWS of Green Bay, LLC
Dad's Liquor.
1970 University Ave.

Pit Row, Inc.
Pit Row
2030 University

Foodmen 3, Inc.
University Avenue Market
2080 University Ave.

Walgreen Co.
Walgreens #3253
2204 University Ave.

Pit Row, Inc.
Pit Row on Humboldt
2590 University

Bay BP, LLC
Stone Ridge Shell
1053 Velp Ave.

J & D Gerczak Liq. & Catering
LLC
Gerczak's Liquor Store
1244 Velp Ave.

Everardo Curiel
El Ranchito
240 S. Webster

Aldi, Inc. Wisconsin
Aldi #32
1560 Western Ave.

CLASS "A" BEVERAGE
2016-2017

Guillermina Magana
La Piedad Mexican Mini Mart
741 Abrams St.

Mi Tierra Food Market, Inc.
Mi Tierra Food Market
1333 Cedar St.

Dousman Fuel, Inc.
Express Convenience Center
606 Dousman

Kwik Trip, Inc. & **CIDER**
Kwik Trip #827
935 Lombardi

LaEspigna, LLC
LaEspigna
1606 Main

Main & Mason, LLC
Pick 'N Roll
2115 Main

NCG, Inc.
Petro Center
2295 Manitowoc Rd.

Antonio Soto
El Super Mercado El Local
1209 E. Mason

Kwik Trip, Inc. & **CIDER**
Tobacco Outlet Plus #543
1215 E. Mason

Speedway, LLC
Speedway
at 1688 E. Mason St.

Kwik Trip, Inc. & **CIDER**
Kwik Trip #420

1712 E. Mason

Isaias Alvarez
La Guadalupona #2
2030 E. Mason #B

Mason C-Store, LLC
Mason C-Store
952 W. Mason

Oneida Tribe of Indians of WI
Oneida One Stop-Westwind
2370 W. Mason

Terry's EZ-Go, LLC
Terry's EZ-Go
401 Mather

VanZeeland Oil Co., Inc.
Military Cenex
601 N. Military

Ran-Di Enterprises, LLC
Military Avenue Express
612 S. Military

Oneida Tribe of Indians of WI
Oneida One Stop-Larsen
501 Packerland Dr.

Kwik Trip, Inc. & **CIDER**
Kwik Trip #700
1871 Shawano

University Shell, LLC
University Shell
2145 University

Sairma, LLC
U Pump
1233 Velp

Walnut C-Store, LLC
Walnut C-Store
610 E. Walnut

CLASS "B" BEVERAGE
2016-2017

El Dorado & Bakery, LLC
El Dorado Mexican Restaurant
741 Abrams

Sergio Plascencia
Los Arcos
607 Bodart

PH Hospitality Group, LLC
Pizza Hut
1940 Main

Ricarda Vargas
Taqueria Michoacan
1207 E. Mason

Pedro Curiel
Taco Burrito
1697 E. Mason

Carnitas El Bajio, LLC
Carnitas El Bajio
1742 E. Mason

Burger House 41, LLC
Burger House 41
1860 W. Mason

Laborel, Inc.
Golden Basket Restaurant
1350 S. Military

PH Hospitality Group, LLC
Pizza Hut
1012 S. Taylor

Antonio Soto
Taqueria El Local
1615 University

CLASS "C" WINE & CLASS "B" BEVERAGE

2016-2017

PH Hospitality Group, LLC
Pizza Hut
859 Lombardi

WM Enterprises, LLC
S.I.L. Waterfront Restaurant
1212 Marine St.

Happy Joe's of Green Bay, Inc.
Happy Joe's
1675 E. Mason

The Noodle Shop, Co-Colorado, Inc.
Noodles & Company
2450 E. Mason

Home Town Cafe & Catering, Inc.
Home Town Cafe
1456 W. Mason

Timothy Cleary
Aldo's Pizza
1247 Velp Ave.

Moved by Ald. Scannell, seconded by Ald. Moore to adopt the report. Motion carried with Ald. Nicholson abstaining.

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES
May 17, 2016**

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Beggs, Sarah L

Eland, John W
Holman, Ryan J
Jadin, Cassandra M
Martinez, Roberto R
Mc Intyre, Sean M
Reitz, Christopher A
Rivera, Sarah J
Sepeda, Vanessa J
Trautmann, Melissa S
Tyson, Joshua R
Van Ess, Zachary A
Williamson, Yanice N
Wojciechowski, Gretchen
Wood, Thomas J
Zoch, Amanda M

Moved by Ald. DeWane, seconded by Ald. Galvin to adopt the report. Motion carried with Ald. Nicholson abstaining.

RECEIVE & PLACE ON FILE

Building Permit Report for April, 2016.

Moved by Ald. Zima, seconded by Ald. DeWane to receive the report and place it on file. Motion carried.

RESOLUTIONS

Moved by Ald. Wery, seconded by Ald. Nicholson to adopt all of the resolutions, with the exception of the Initial Resolution for water system improvements, the authorizing resolution and the conditional-use resolution at 2388 Manitowoc Road, with one roll call vote. Motion carried.

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 12

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$5,820,000 General Obligation Bonds
for Street Improvements**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “**City**”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$5,820,000 for street improvements; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted: May 17, 2016

Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 13

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$3,280,000 General Obligation Bonds
for Sewerage Improvements**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “**City**”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$3,280,000 for sewerage improvements, including, but not limited to, sanitary sewer

improvements; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted: May 17, 2016

Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 14

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$600,000 General Obligation Bonds
for Parking Lots or Other Parking Facilities**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$600,000 for parking lots or other parking facilities; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted: May 17, 2016
Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 15

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$350,000 General Obligation Bonds
for Fire Engines and Other Equipment
of the Fire Department**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “**City**”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$350,000 for fire engines and other equipment of the fire department; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted: May 17, 2016
Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 16

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$720,000 General Obligation Bonds
for Parks and Public Grounds**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “**City**”), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$720,000 for parks and public grounds, including, but not limited to, building and facility improvements, and improvements to walkways, trails, and bridges; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted: May 17, 2016
Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 17

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$675,000 General Obligation Bonds
for Construction of Engine Houses for the Fire Department**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$675,000 for construction of engine houses for the fire department, including, but not limited to, repairs to various fire stations.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted: May 17, 2016

Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 18

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$3,500,000 General Obligation Bonds
for Swimming Pools**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$3,500,000 for swimming pools, including, but not limited to, the construction of a new public swimming pool; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted: May 17, 2016

Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$1,000,000 General Obligation Bonds
for Water System Improvements**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$1,000,000 for water system improvements, including, but not limited to, construction of a water line extension out to the Town of Scott; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

Adopted:
Approved:

Mayor

Clerk

Moved by Ald. DeWane, seconded by Ald. Wery to delete the resolution.

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$5,315,000 Taxable General Obligation Refunding Bonds**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “**City**”), shall issue its negotiable, taxable general obligation refunding bonds in a principal amount not to exceed \$5,315,000 to refund the outstanding principal amount of the City’s (i) \$2,845,904 State Trust Fund Loan, dated December 16, 2014, and (ii) \$2,500,000 State Trust Fund Loan, dated May 12, 2015; *provided, however*, that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Adopted: May 17, 2016
Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 21

**A Resolution Authorizing and Providing for the Issuance of Not to Exceed
\$20,260,000 General Obligation Bonds;**

**Providing for the Notification and Sale of Said Bonds;
and Other Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds for the following purposes: \$5,820,000 for street improvements; \$3,280,000 for sewerage improvements, including, but not limited to, sanitary sewer improvements; \$600,000 for parking lots or other parking facilities; \$350,000 for fire engines and other equipment of the fire department; \$720,000 for parks and public grounds, including, but not limited to, building and facility improvements and improvements to walkways, trails, and bridges; \$675,000 for construction of engine houses for the fire department, including, but not limited to, repairs to various fire stations; \$3,500,000 for swimming pools, including, but not limited to, the construction of a new public swimming pool; and \$5,315,000 for the refunding of the outstanding principal amount of the City’s (i) \$2,845,904 State Trust Fund Loan, dated December 16, 2014, and (ii) \$2,500,000 State Trust Fund Loan, dated May 12, 2015 (collectively, the “**Refunding**”).

2. On the date hereof and prior to the adoption of this resolution, the Governing Body has adopted separate initial resolutions for each of the purposes above that collectively constitute the Project and the Refunding.

3. The City may choose to issue one or more separate series of obligations to finance portions of the Project and the Refunding.

4. The Governing Body deems it in the best interests of the City that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project and the Refunding, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

II. AUTHORIZATION TO COMBINE AND PURPOSES OF OBLIGATIONS.

The purposes of the Project are each hereby authorized to be undertaken and are hereby authorized to be combined into a single bond issue designated as "Corporate Purpose Bonds" (the "**Bonds**") as more fully provided below; *provided, however*, that (i) the City may choose to issue one or more separate series of obligations to finance portions of the Project, and (ii) the City shall issue a separate series of "Taxable General Obligation Refunding Bonds" to finance the Refunding on a taxable basis, which does not qualify for tax-exempt financing (the "**Taxable Bonds**", and together with the Bonds, the "**Obligations**").

III. AUTHORIZATION OF ISSUANCE OF OBLIGATIONS.

Under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City shall issue, in two or more series, its fully registered, negotiable, general obligation bonds in an aggregate principal amount not to exceed \$21,260,000 (the "**Obligations**") to finance the Project and the Refunding.

IV. AUTHORIZATION OF SALE OF OBLIGATIONS.

The Bonds and the Taxable Bonds are each hereby authorized and ordered to be sold to the same or separate purchasers to be determined by competitive bid (each a "**Purchaser**").

V. PREPARATION OF OFFICIAL STATEMENT AND NOTICE OF SALE.

The Mayor, the Clerk, and the Finance Director of the City (in consultation with the City's Financial Advisor, Robert W. Baird & Co. Incorporated) are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a separate "**Notice of Sale**" and "**Bid Form**". The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

VI. BIDS FOR OBLIGATIONS.

Written bids for the sale of the Obligations shall be received by the City on the date fixed in each Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any

bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of a Notice of Sale.

VII. FURTHER ACTIONS.

The issuance of the Obligations shall be subject to the condition that the Governing Body has adopted a separate resolution to award the sale of the Bonds and the Taxable Bonds to the respective Purchaser, to approve the purchase contract submitted by each Purchaser to evidence the purchase of the Obligations, which may be in the form of an executed bid form (each a “**Bond Purchase Agreement**”), to fix the interest rate or rates on the Obligations in accordance with the related Bond Purchase Agreement, to provide for the form of the Obligations, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Obligations as required by law, to designate a fiscal agent for the Obligations, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Obligations.

VIII. SEVERABILITY OF INVALID PROVISIONS.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

IX. AUTHORIZATION TO ACT.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

X. PRIOR ACTIONS SUPERSEDED.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be and the same are hereby rescinded insofar as they may so conflict.

XI. EFFECTIVE DATE.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: May 17, 2016

Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. DeWane, seconded by Ald. Steuer to amend the resolution by changing the amount to \$20,260,000 to reflect the deletion of the \$1,000,000 for water system improvements.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Moore to adopt the resolution as amended.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 22

**A Resolution Authorizing and Directing
the Publication of Notice of the
Adoption of Initial Resolutions**

BE IT RESOLVED, by this Common Council, that the City Clerk of the City of Green Bay, Wisconsin (the “**City**”) is hereby authorized and directed to publish one time in the City’s official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) a

Notice to Electors of the City in substantially the form attached hereto as Exhibit A, with such modifications as are necessary to accurately reflect the action taken on the initial resolutions described therein (the “**Initial Resolutions**”) by the Common Council at its meeting on May 17, 2016, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

Adopted: May 17, 2016

Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

**NOTICE TO ELECTORS
OF THE CITY OF GREEN BAY, WISCONSIN
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS**

Notice is hereby given that on May 17, 2016, the Common Council of the City of Green Bay, Wisconsin (the “**City**”) adopted multiple initial resolutions including the eight initial resolutions below under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation bonds of the City in the following maximum principal amounts for the following purposes: (1) an amount not to exceed \$5,820,000 for street improvements; (2) an amount not to exceed \$3,280,000 for sewerage improvements, including, but not limited to, sanitary sewer improvements; (3) an amount not to exceed \$600,000 for parking lots or other parking facilities; (4) an amount not to exceed \$350,000 for fire engines and other equipment of the fire department; (5) an amount not to exceed \$720,000 for parks and public grounds, including, but not limited to, building and facility improvements, and improvements to walkways, trails, and bridges; (6) an amount not to exceed \$675,000 for construction of engine houses for the fire department, including, but not limited to, repairs to various fire stations; and (7) \$3,500,000 for swimming pools, including, but not limited to, the construction of a new public swimming pool.

If within 30 days after the adoption of the foregoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the

City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City's electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.

Publication Date: May 20, 2016

/s/ Kris A. Teske

City Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 23

**An Initial Resolution Authorizing the Sale and Issuance of
General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds to finance system upgrades and building improvements to City Hall, and the purchase of vehicles for the police, fire, and transit departments (collectively, the “**Project**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes in an aggregate principal amount of approximately \$1,000,000 (the “**Notes**”) to finance the Project; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”)

Section 3. Preparation of Official Statement and Notice of Sale.

The Mayor, the Clerk, and the Finance Director of the City (in consultation with the City’s Financial Advisor, Robert W. Baird & Co. Incorporated) are each hereby authorized to cause a preliminary offering document for the Notes (the “**Official Statement**”) to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith copies of a “**Notice of Sale**” and a “**Bid Form**”. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

Section 4. Bids for Notes.

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale.

Section 5. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the “**Note Purchase Agreement**”), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may

be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 9. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: May 17, 2016

Approved: May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**RESOLUTION AUTHORIZING PAY OFF
OF THREE STATE TRUST FUND LOANS
USING EXCESS SALES TAX FUNDS**

May 17, 2016

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of May 10, 2016, the City of Green Bay authorizes the pay off of the following three state trust fund loans with principle outstanding of \$1,226,000, plus interest which is estimated at \$9,800, using excess sales tax funds:

STF 10-6-2009 - Fiber
STF 10-7-2010 - BAB
STF 10-7-2010 – Fire Ladder Truck

Adopted May 17, 2016

Approved May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
A SIDEWALK EASEMENT ALONG MORROW STREET
BETWEEN BAIRD CREEK AND DANZ AVENUE
May 17, 2016**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve and authorize payment of the following easements:

Easement for Sidewalks along Morrow Street between Baird Creek and Danz Avenue

Wisconsin Public Service Corporation \$10.00
Parcel Number 21-297-1

Adopted May 17, 2016

Approved May 18, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 515 WEST WALNUT STREET
AND 113 SOUTH MAPLE STREET
(ZP 16-14)**

May 17, 2016

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 16-14 and the recommendation of the Plan Commission on April 25, 2016, the City of Green Bay does authorize a conditional-use permit for a gas station/convenience store located on the following described property at 515 West Walnut Street and 113 South Maple Street:

515 West Walnut Street: ORIGINAL SURVEY LOTS 93 & 94 EX NLY 10
FT OF LOT 93 FOR ST (Tax Parcel Number 3-85)

113 South Maple Street: ORIGINAL SURVEY LOT 95 (Tax Parcel
Number 3-88)

Said conditional-use permit shall be granted subject to the following conditions:

- a. Installation of a means to prohibit vehicular traffic from accessing the site along the east property line, between the south building façade and south property line.
- b. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional-Use Permit, including standard site plan review and approval.
- c. The building façade be consistent with the revised plans e-mailed to all Council members on April 29, 2016.
- d. A fence be constructed on the south side of the property consistent with the revised plan, subject to final site plan review.

Adopted May 17, 2016

Approved May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 2388 MANITOWOC ROAD
(ZP 15-27)**

May 17, 2016

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 15-27, the City of Green Bay does authorize a conditional-use permit for a two-family dwelling located on the following described property at 2388 Manitowoc Road:

Lot 17, Lumber Lane Subdivision
Tax Parcel Number 21-132-17

Said conditional-use permit shall be granted subject to staff continuing to work with the applicant on compliance with Section 13-1602(b)(4), Green Bay Municipal Code.

Adopted _____

Approved _____

Mayor

Clerk

Moved by Ald. Nicholson, seconded by Ald. Steuer to deny the conditional-use approval.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

Moved and seconded to adopt the resolution as amended.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 1719 GROSS AVENUE
(ZP 16-16)**

May 17, 2016

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 16-16 and the recommendation of the Plan Commission on May 9, 2016, the City of Green Bay does authorize a conditional-use

permit for a transient residential use located on the following described property at 1719 Gross Avenue:

Lot 4, Block 7, Southgate Subdivision
Tax Parcel Number 1-2382

Said conditional-use permit shall be granted subject to compliance with the development standards found in Section 13-1602(j), Green Bay Municipal Code.

Adopted May 17, 2016

Approved May 18, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
May 17, 2016**

WATER MAIN AND WATER SERVICES

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of WATER MAIN AND WATER SERVICES on said streets:

ERIE ROAD – 695' North of Golf Drive to 1975' North of Golf Drive
2. Said public improvement shall include the installation of water main and water services with necessary appurtenances in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works

Construction.

3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at four percent (4.00%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The General Manager of the Water Department is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted May 17, 2016

Approved May 18, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Zima, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

ORDINANCES - FIRST READING

GENERAL ORDINANCE NO. 8-16

AN ORDINANCE

**AMENDING SECTION 29.208,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following PERMIT PARKING ONLY 7:00 AM – 5:00 PM MONDAY - FRIDAY zone:

NORTHLAND AVENUE, south side, from a point 140 feet west of Adams Street to a point 50 feet west of Adams Street

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Steuer, seconded by Ald. Scannell to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 9-16

AN ORDINANCE

**AMENDING CHAPTERS 1 AND 29,
GREEN BAY MUNICIPAL CODE,
RELATING TO THE TRAFFIC COMMISSION**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Sections 1.045, 1.50, 1.64, and 1.90(6)(a), Green Bay Municipal Code, are hereby amended by changing Traffic Commission to **Traffic, Bicycle and Pedestrian Commission**.

SECTION 2. Section 29.102(2)(b), Green Bay Municipal Code, is hereby amended by changing Traffic Commission to **Traffic, Bicycle and Pedestrian Commission**.

SECTION 3. Section 29.103, Green Bay Municipal Code, is hereby amended to read:

29.103 **TRAFFIC, BICYCLE AND PEDESTRIAN COMMISSION.**

(1) COMPOSITION AND TERMS. There is created and established a Commission of seven members to be known as the City Traffic, **Bicycle, and Pedestrian** Commission. Five of the commissioners shall be civilian members and appointed by the Mayor, subject to confirmation by the Council, for three-year terms. One member shall be an alderman appointed by the Mayor, subject to confirmation by the Common Council, for the balance of his/her present term in office; and the other member shall be the Policy Department Operations Commander, or his/her assign, and shall serve as an ex-officio voting member.

(2) POWERS AND DUTIES.

(a) General. The Traffic, **Bicycle, and Pedestrian** Commission **gives due consideration to both motorized and non-motorized traffic within the City. The Commission** shall coordinate traffic, **bicycle, and pedestrian** activities; carry out educational activities in traffic, **bicycle, and pedestrian** matters; supervise the preparation and publication of traffic, **bicycle, and pedestrian** reports; **reference existing transportation, pedestrian, and bicycle plans**; receive complaints having to do with traffic, **bicycle, and pedestrian** matters; and recommend to the Council and other City officials ways and means for improving traffic, **bicycle, and pedestrian** conditions, including the acquisition of off-street parking and the administration and enforcement of traffic regulations.

GENERAL ORDINANCE NO. 9-16

(b) Temporary Regulations. To test proposed regulations under actual conditions, the City Traffic, **Bicycle, and Pedestrian** Commission may make temporary regulations governing traffic for trial periods not to exceed 90 days. If such trial periods are deemed successful by the Commission, it shall make its recommendations accordingly to the Council so the Council may consider legislation to make such temporary regulations permanent.

(c) Self-Government. The City Traffic, **Bicycle, and Pedestrian** Commission shall make its own rules regarding meetings and procedures and may enact such rules for attendance as to declare any of the civilian offices on the Commission vacant because of violation thereof.

(d) Residential Parking Districts. Subject to Council approval, the Traffic, **Bicycle, and Pedestrian** Commission may promulgate regulations to implement and amend provisions relating to Residential Parking Districts as defined in Sec. 29.201(5), Green Bay Municipal Code. Such regulations shall become effective upon Common Council approval.

SECTION 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Steuer, seconded by Ald. Scannell to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 10-16

**AN ORDINANCE
AMENDING SECTION 2.03(1),
GREEN BAY MUNICIPAL CODE,
RELATING TO APPOINTMENT
OF STANDING COMMITTEES**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.03(1), Green Bay Municipal Code, are hereby amended as follows:

2.03 STANDING COMMITTEES.

(1) APPOINTMENT OF. All committees shall be appointed by the **Council President, in consultation with the Vice President, Mayor,** subject to confirmation by the Council, unless otherwise directed by the Council; and all standing committees shall be appointed at the first meeting after election. Each standing committee shall elect its chairman and vice chairman, without confirmation by the Common Council.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Zima, seconded by Ald. Wery to advance the ordinance.

Moved by Ald. Moore, seconded by Ald. Scannell to refer the ordinance back to the Advisory Committee.

Roll call: Ayes: Dorff, Nicholson, Galvin, Nennig, Moore, Scannell, Sladek. Noes: DeWane, Wery, Zima, Steuer, Vander Leest. Motion carried.

MISCELLANEOUS ORDINANCE NO. 1-16

AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY PERTAINING TO PROPERTY GENERALLY LOCATED ALONG LOMBARDI AVENUE TO THORNDALE STREET, BETWEEN SOUTH RIDGE ROAD AND FRANK STREET (CPA 16-01)

WHEREAS, pursuant to §§62.23(2) and (3), Wis. Stats., the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan as defined in §66.1001(4)(a), Wis. Stats.; and

WHEREAS, the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by §66.1001(4)(a), Wis. Stats.; and

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 16-01; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of §66.1001(4)(d), Wis. Stats. It is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. The Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time to time amendments may be necessary to reflect changes in the land use and planning needs of the community.

SECTION 2. The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 16-01 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

SECTION 3. This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Steuer, seconded by Ald. Scannell to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

ORDINANCES - THIRD READING

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the General Ordinances with one roll call vote. Motion carried.

GENERAL ORDINANCE NO. 6-16

AN ORDINANCE AMENDING SECTION 27.622(2), GREEN BAY MUNICIPAL CODE, RELATING TO SEXUAL OFFENDER RESIDENCY RESTRICTIONS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 27.622(2) Green Bay Municipal Code, is hereby amended to read:

(2) RESIDENCY RESTRICTION (Amd. GO 39-12) No person who has been convicted or found not guilty or not responsible by reason of mental disease or defect of § 940.225(1)(d), 1987 Wis. Stats., any crime listed in Ch. 948, Wis. Stats., or any crime from another jurisdiction that is similar to any crime listed in Ch. 948, Wis. Stats., and, as a result of such crime, is required to register under § 301.45, Wis. Stats., may reside within ~~2,000~~ **1,500** feet of a parcel of land upon which there is a public, parochial,

private, or triable school educating one or more grades between kindergarten and grade 12, a licensed child care center, a playground, a park, or a licensed entertainment facility.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 17th day of May, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. Wery to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 7-16.

AN ORDINANCE CREATING SECTION 3.04, GREEN BAY MUNICIPAL CODE, RELATING TO THE MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 3.04 Green Bay Municipal Code, is hereby created to read:

3.04 BOARD OF ABSENTEE BALLOT CANVASSERS.

(1) The Common Council hereby establishes the Municipal Board of Absentee Ballot Canvassers as designated under Wis. Stat. § 7.53 (2m). The Board of Absentee

Ballot Canvassers shall be composed of the City Clerk, or a qualified elector of the municipality designated by the Clerk, and two other qualified electors of the county appointed by the City Clerk. The first term for the members of the Board of Absentee Canvassers will expire on December 31, 2016. For subsequent terms, the members of the Board of Absentee Ballot Canvassers shall serve for two-year terms commencing on January 1 of each odd-numbered year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.

(2) The Common Council hereby declares in lieu of canvassing absentee ballots at polling places under Wis. Stats. § 6.88, the Municipal Board of Absentee Ballot Canvassers shall canvass all absentee ballots at all elections held in the municipality pursuant to procedures established by the State division governing elections.

(3) The City Clerk shall give at least 48 hour notice of any meeting under this subsection.

(4) The City Clerk, no later than the closing hour of the polls, shall post at his or her office and on the Internet at a site announced by the City Clerk before the poll opens, and shall make available to any person upon request, a statement of the number of absentee ballots that the Clerk has mailed or transmitted to electors and that have been returned by the closing hour on election day.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 17th day of May, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. Wery to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 8-16

AN ORDINANCE AMENDING THE PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT FOR PROPERTIES LOCATED IN THE 2400 BLOCK OF STURGEON BAY ROAD (2400 BLOCK UNIVERSITY AVENUE) TO INCLUDE 607 FRED STREET (ZP 15-17c)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by revising Zoning Ordinance No. 7-16 to include the following described property at 607 Fred Street in the Planned Unit Development Overlay District:

Legal Description: GEIMER ADDITION LOT 31

Tax Parcel: 21-1714-E-31

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Permitted Uses and General Standards. The land uses which may be established and/or maintained on the subject property as allowed in Zoning Ordinance No. 7-16.
- B. Dimensional and Area Requirements. Dimensional and area requirements for principal structures on the subject property shall be as required as follows:
 1. Kwik Trip – Proposed Lot 1:
 - a. Rear yard setback: 15 feet and shall comply with the requirements found in Chapter 13-1820(c), Green Bay Municipal Code.
 - b. If any part of the development is adjacent to residential uses, the setback shall be compliant with Chapter 13-1820, Green Bay Municipal Code.

C. Landscaping/Transitional Yard

1. A detailed landscape plan shall be submitted identifying the type and placement of all plant materials.
2. A minimum 4' high, but not to exceed 8' high, impervious fence is required along the southern limits of the Kwik Trip, proposed Lot 1.
3. All street terrace areas shall be vegetated and/or covered with a natural material.
4. Landscaping shall be consistent with Exhibits A and B.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 17th day of May, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. DeWane to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 9-16

AN ORDINANCE REZONING PROPERTY LOCATED AT 607 FRED STREET FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT TO HIGHWAY COMMERCIAL (C2) DISTRICT (ZP 15-17c)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Low Density Residential (R1) District to Highway Commercial (C2) District:

GEIMER ADDITION LOT 31 (Tax Parcel Number 21-1714-E-31)

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 17th day of May, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. DeWane to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 10-16

AN ORDINANCE REZONING PROPERTY LOCATED AT 515 WEST WALNUT STREET FROM HIGHWAY COMMERCIAL (C2) DISTRICT AND OFFICE RESIDENTIAL (OR) DISTRICT TO DOWNTOWN (D1) DISTRICT AND 113 SOUTH MAPLE STREET FROM OFFICE RESIDENTIAL (OR) DISTRICT TO DOWNTOWN (D1) DISTRICT (ZP 16-14)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described

property from Highway Commercial (C2) District and Office Residential (OR) District to Downtown (D1) District:

515 West Walnut Street: ORIGINAL SURVEY LOTS 93 &
94 EX NLY 10 FT OF LOT 93 FOR ST (Tax Parcel Number
3-85)

SECTION 2. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Office Residential (OR) District to Downtown (D1) District:

113 South Maple Street: ORIGINAL SURVEY LOT 95 (Tax
Parcel Number 3-88)

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 17th day of May, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. DeWane to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

Moved by Ald. Galvin, seconded by Ald. Moore to adjourn at 10:08 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk